

EXHIBIT E



ABN AMRO Bank N.V.
London Branch
250 Bishopsgate
London EC2M 4AA
Telephone +44 (0) 20 7678 6000
Facsimile +44 (0) 20 7678 9000
Telex 387366 ABNANL N G
Foreign Exchange 8951191 ABNAFX G
S.W.I.F.T. ABNAGB21

Rye Select Broad Market XL Portfolio, Ltd.
c/o Walkers SPV Limited
Walker House
P.O. Box 908 GT
Mary Street
George Town, Grand Cayman
Cayman Islands

1 September 2006 *2007* *SCF H.I.H.*

Dear Sirs

Amendment to Swap Transaction dated 1 September 2006

The purpose of this letter agreement (this "Confirmation") is to confirm the amended terms and conditions of the Transaction entered into between you, Rye Select Broad Market XL Portfolio, Ltd. (the "Counterparty"), and us, ABN AMRO Bank N.V. ("ABN AMRO"), on 1 September 2006 in relation to a Dynamic Leveraged Reference Fund Index, (the Reference Fund being Rye Select Broad Market Portfolio Limited) (the "Transaction", the terms of which are documented in the "Original Confirmation"). This Confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified in the Original Confirmation.

The parties have agreed to amend certain terms of this Transaction with effect from [date] and accordingly with effect from such date and upon the execution of this Confirmation, this Confirmation shall amend the Transaction and shall prevail over the Original Confirmation with regard only to the matters expressed herein.

The definitions and provisions contained in the 2000 ISDA Definitions (the "Swap Definitions") and in the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions", and together with the Swap Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc. are incorporated by reference into this Confirmation. In the event of any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

Each capitalized term used but not defined within this Confirmation shall have the meaning as defined in the Confirmation, the Definitions or the ISDA Master Agreement, as applicable.

Accordingly, with effect from 1 September 2006, *2007 SCF H.I.H.* the parties hereby agree to amend the terms of the Transaction and the Original Confirmation as follows:

1. "Termination Date" shall mean "30 September 2009, subject to adjustment in accordance with the Modified Following Business Day Convention".
2. The following shall be added to the end of the final paragraph of Section 2.4(A) of the Original Confirmation:

“, or (v) ABN AMRO enters into any direct communications howsoever arising with the Account Manager in respect of this Transaction only, or (vi) the Account Manager ceases for any reason to accept instructions from the Reference Fund to enter into new investments or the Account Manager returns any investments to the Reference Fund and the Counterparty has reasonable grounds for believing that such cessation or return of investments will remain in effect for a material period which is commercially prejudicial to the Counterparty and the Counterparty provides ABN AMRO with satisfactory evidence of this occurrence.”

3. The following shall be inserted as Section 18 of the Original Confirmation:

“18. ISDA Credit Support Annex:

The parties agree that the following shall apply with respect to the ISDA CSA:

- (i) ABN AMRO shall be the Valuation Agent;
- (ii) Eligible Credit Support shall mean cash with USD as the Eligible Currency, with a Valuation Percentage of 100%;
- (iii) The parties agree that “Exposure” in respect of the Transaction shall be deemed to be zero with respect to both parties and that amounts in respect of the Independent Amount only shall be payable (which shall include amounts to be returned, if applicable);
- (iv) Any Independent Amount transferred to ABN AMRO shall not be returned to Counterparty during the term of the trade, unless there is a relevant decrease in the Equity Notional Amount. Accordingly, “Credit Support Amount” means, for any Valuation Date (i) the aggregate of all Independent Amounts applicable to the Transferor, if any, minus (ii) the Transferor’s Threshold; provided, however, that in the case where the sum of the Independent Amounts applicable to the Transferor exceeds zero, the Credit Support Amount will not be less than the sum of all Independent Amounts applicable to the Transferor;
- (v) No Interest Amount shall be payable;
- (vi) Minimum Transfer Amount and Threshold with respect to both parties shall be zero;
- (vii) Settlement Day means (i) the Effective Date with respect to the Initial Equity Notional Amount and (ii) otherwise, the day on which the Equity Notional Amount is either increased or decreased.”

4. The following shall be inserted as Section 19 of the Original Confirmation:

“19. Change of Control

In the event that ABN AMRO Holding N.V. merges with, is consolidated within or is acquired by another corporate entity and, as a result of such merger, consolidation or acquisition, there is a change in corporate control, ABN AMRO expressly agrees that this Transaction will not be terminated by ABN AMRO at any time prior to the earlier of the contracted Termination Date and the 2 year anniversary of the date of such merger, consolidation or acquisition, provided that the foregoing shall not apply in the event of an Event of Default, a Termination Event or an Additional Termination Event, or subject to the operation of any provision herein resulting in the reduction of the Equity Notional Amount to zero.”

5. The following shall be added as a new Index Disruption Event “(r)” in Annex 1 of the Original Confirmation:


"Tremont Partners Inc. and/or the Reference Fund fail to allow annual onsite inspections of all relevant documentation including but not limited to SEC Advisor's Form ADV Part 2, the annual audited financial statements and the annual Independent Auditors Report on Internal Control prepared by the auditors pursuant to SEC Rule 17a-5."

This Confirmation shall be governed by English law.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us.


Yours faithfully


ABN AMRO Bank N.V., London Branch
M J Hodgson
Authorised Signatory


Simon Freshfield
Authorised Signatory

Rye Select Broad Market XL Portfolio Limited

By:
Name:
Title:


Darren Johnston
Director